

**LCG DEVELOPMENT GROUP**

13232 FALL MANOR DRIVE  
DALLAS, TX 75243

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**CONSTRUCTION  
MANAGEMENT AND  
MARKETING PLAN  
AGREEMENT**

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*Prepared exclusively for*  
**RA-MIL, LLC**

Prepared by:  
LCG Development Group, Andrea L. Spencer  
214-641-0905  
Proprietary & Confidential

**GOVERNMENT  
EXHIBIT**

**1329**

**3:07-CR-0289-M**

# RA-MIL PROPOSAL

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## CONSTRUCTION SERVICES AGREEMENT

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This professional consulting agreement is between **RA-MIL, LLC**, a Real Estate Development Company, now known as Client and, Andrea L. Spencer (LCG Development Group), a full service Construction & Business Management consultant company focusing on community development strategies, now known as Consultant.

In consideration for professional consulting services to be performed by Consultant to Client to coordinate and execute a strategic comprehensive construction management and administrative master plan to deliver professional and competently to Clients.

LCG offers design-build, construction management, and a broad-spectrum contracting administrative services. Our group consists of architects, engineers, project managers, accountants, and estimators, to fulfill all your project needs. We assist you from project design inception, initial budgeting, financing, land acquisition, permitting/zoning, scheduling, bid procurement, final cost control, value engineering, quality control, to project completion and Owner occupancy. We strive to make our clients enjoy building experience as much as we do.

Your projects will be managed with expert care by our team of design and management professionals resulting in better control of design, construction costs and completion schedules.

Our qualifications include construction management and evaluation, design, project programming, estimating, project management, and field construction.

Our customer service attitude allows us to build trust and success with our clients. We provide assurances and initiate the most cost efficient and time effective approach to each project without sacrificing quality service.

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## TERMS OF AGREEMENT

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The Consultant shall have the exclusive right to act as an independent contractor for such professional consulting services. Such services and representations shall be professional and representative of high ethics and character at all times and must follow the mutually agreed upon guidelines set forth by both parties.

The Consultant will work with the Client in making all necessary arrangements in order to create and execute construction and development initiatives. The Consultant will coordinate and work with Client to create forward planning for RA-MIL and to identify viable partnerships to produce achievable results.

The Consultant will act as a liaison for Client in the following capacities:

- ◆ client total representation;
- ◆ insurance planning;
- ◆ liaison to local and state agencies;
- ◆ attend all necessary City Council meetings, Planning and Zoning meetings and related meetings;
- ◆ construction project planning;
- ◆ procurement & budgeting;
- ◆ time scheduling;
- ◆ project documents review;
- ◆ contract administration;
- ◆ marketing and business strategies;
- ◆ on-site contractors coordination;
- ◆ quality control;
- ◆ cost control;
- ◆ health & safety provisions coordination
- ◆ swppp plan coordination

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### **ATTAINABLE RESULTS**

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The Consultant will deliver measurable results provided to the Client in the following areas:

- ◆ Bi-monthly reports on phases of on-going projects or as needed;
- ◆ Subcontractor and Vendor management;
- ◆ Review of development plans and associated cost;
- ◆ Consult on new construction and rehab projects as required;
- ◆ Execute business strategy and marketing efforts to enhance full capabilities of RA-MIL

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### **EFFECTIVE DATE & COMPENSATION**

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This agreement commences on December 22, 2004 and is eligible for review December 1, 2005 for renewal. Either party can request a 90 day review March 2005. Either party can terminate this agreement with 45-days notice. Client is responsible for compensation of agreement until such point of termination, as mutually agreed upon.

Compensation is as follows: The total contract shall be (\$2500) a monthly retainer in equal installments over a twelve-month period shall commence on the first day of January 5, 2005 with the last payment of the annual contract 12-months later, November 1, 2005.

# **LCG Development Group**

## **Andrea L. Spencer, General Manager**

LCG Development Group is a construction & project management consulting firm, general contractor, design/builder for commercial and residential and business/marketing strategist construction manager. LCG has over 8 years experience in Residential Construction, Commercial construction management and Land Development & Acquisition. Ms. Spencer is a graduate of OSU-OKC with a BBS, Computer Science in 1995, Certification in Construction Management & Technology from Northlake Community College and pursuant to receive Certified Master Builder from Dallas Homebuilders Association. Many of the services provided through LCG are Marketing and Business Strategy, Financing and Lending, Design/Build and Procurement/Estimating. LCG has affiliations to include Licensed Engineers, Architects, Trade professionals and Major distributors.

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### **WHAT WE DO**

Since 2001, LCG Development Group has offered general contracting, design/build and construction management services throughout the Dallas/Ft. Worth metroplex. LCG has operated and established a stable and growing customer base. We can harbor all of your construction needs whether it is a Design/Build project from scratch or simply serving as certified Construction Manager to your site for supervisory purposes.

### **CONSTRUCTION MANAGEMENT**

As Construction Managers, LCG is a professional retained by the Owner to interface with the Design Professional and Trade Contractors on various aspects of the work. The Construction Manager is actively involved in Design review, construction, value engineering, and quality control. LCG's team of professionals is constantly monitoring all aspects of the project from design inception, zoning and permitting; secure all subcontractors and suppliers through construction and Owner occupancy. As the construction manager we represent your interest exclusively. Architects, engineers, and subcontractors all know that as the Construction Manager we are acting solely as the Owners Representative.

Construction Management allows pure Team effort by establishing clear goals set at project conception. As the Construction Manager we prepare bid packages, assist in pre-bid meetings, which we analyze and advise, on construction proposals and contractors. We develop a master control schedule covering all phases of the project, review, revise, and aid in the preparation of composite trade contractors, progress schedules during the construction period. The advantages of utilizing a Construction Manager consists of; single source responsibility, close relationship between the Owner and Design/Build Team, working together to obtain objectives, promotes direct communication, permits Owner involvement to produce the best product for your investment. In the Design/Build process, the design team works closely with the contractor and owner to provide designs with construction cost and value engineering in mind.

**Retainer fee:**

The Consultant will require a retainer fee of \$2000 commencing on December 22, 2004 paid by Client on the last Wednesday of each month unless otherwise agreed upon by both parties. Check is made payable to Andrea L. Spencer - LCG Development Group.

**Default:**

If either party breaches or fail to comply with this agreement or make false representation in the agreement, the party in non-default may seek any relief provided by law.

**Agreement of Parties:**

This agreement contains the entire agreement between Client and Consultant and any changes must be in writing 30 days prior to amendment(s). This agreement is binding upon the party's signature.

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**ACKNOWLEDGEMENT OF AGREEMENT**

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*LCG - Andrea L. Spencer*

\_\_\_\_\_  
*Date*

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*RA-MIL, LLC Authorized Representative*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Date*